

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 0.00
BK-0906 PG- 8811 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: SEPTEMBER 25, 2006

Recording Requested By:

Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2006.177

(Title of Document)



DOUGLAS COUNTY
COMMUNITY SERVICES/
PARKS & RECREATION

DIRECTOR: Scott Morgan

FILED

2006.177

2006 SEP 25 PM 4:00

BARBARA REED
CLERK

▲ Parks
1325 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9835
FAX: (775) 782-5799

▲ Recreation
1327 Waterloo Lane
Gardnerville, NV 89410
(775) 782-9828
FAX: (775) 782-9844

▲ Lake Tahoe
Kahle Community Center
236 Kingsbury Grade
Stateline, NV 89449
(775) 586-7271
FAX: (775) 586-7273

MAIL: P.O. Box 218, Minden, NV 89423

FACILITY USE AGREEMENT:

This agreement is made September 15, 2006 between Douglas County Parks and Recreation Department (DCPR) and World Gym, and both parties agree as follows:

1. **PREMISES.** World Gym allows use to DCPR of its fitness classroom. World Gym is located at 885 Mahogany in Minden, Nevada. DCPR will use the facility according to a pre-determined schedule as determined by Joan Hansen the DCPR contracted Ballet instructor and World Gym. These schedules will be determined three (3) months prior to classes beginning.
2. **TERM OF AGREEMENT.** The term of the agreement will commence on October 1, 2006, unless termination in accordance with #3, until August 31, 2007.
3. **TERMINATION.** This agreement may be terminated without cause by either party, provided that a termination shall not be effective until thirty days (30) after a party has served written notice of the termination upon the other party.
4. **USAGE FEE.** DCPR shall pay World Gym \$225.00 per month. Payment shall be made by the 1st of the month and in conjunction with the County accounts payable calendar. No refund or credit shall be given to the County for any reserved space not used by the County. The parties agree that the amount of the usage fee shall be reviewed annually.
5. **REPAIR AND MAINTENANCE OF PREMISES.** World Gym will be responsible for routine repair and maintenance to their facility. DCPR will be responsible for routine repair and maintenance and any damage to the premises and its contents caused by the DCPR's use of the premises and any structural damage caused by DCPR.
6. **UTILITIES.** World Gym shall be responsible for the payment of all utilities.
7. **MUTUAL COOPERATION.** DCPR agrees to cooperate with World Gym in efforts to operate the premises in an efficient manner in order to reduce cleaning and utility cost. World Gym agrees to operate the premises in a manner, which will not detrimentally affect the County's program or place the program participants in jeopardy.



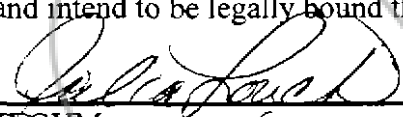
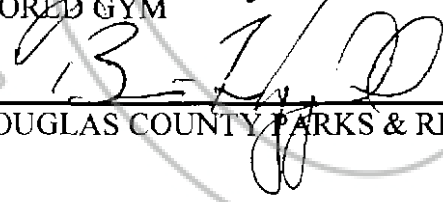
BK- 0906
PG- 8812
0685195 Page: 2 Of 3 09/26/2006

8. **CONSTRUCTION OF AGREEMENT.** This agreement shall be construed and interpreted according to the laws of the State of Nevada.
9. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this agreement without the prior written consent of the other party.
10. **INDEMNIFICATION.** Each party agrees to indemnify and save and hold the other party, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by its own agents or employees.
11. **MODIFICATION OF AGREEMENT.** This agreement constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.
12. **NOTICE.** All notices required under this agreement shall be sent by registered mail to the following addresses:

World Gym
 885 Mahogany
 Minden, NV 89423

Superintendent, Douglas County
 Parks and Recreation Department
 P.O. Box 218
 Minden, NV 89423

IN WITNESS WHERE OF, the parties hereto have caused this agreement to be signed and intend to be legally bound thereby.

	9/19/04
_____ WORLD GYM	(Date)
	9/14/06
_____ DOUGLAS COUNTY PARKS & RECREATION	(Date)

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Sept 25, 2006
 By: B. Reed Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By: Carol M. Hullock Deputy